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Attorneys for Defendants

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SERIES 15-09-321, a Delaware entity,

Plaintiff

VS.

FARMERS INSURANCE EXCHANGE;
MID-CENTURY INSURANCE
COMPANY; 21st CENTURY
CENTENNIAL INSURANCE
COMPANY; FOREMOST INSURANCE
COMPANY GRAND RAPIDS,
MICHIGAN; FARMERS INSURANCE
COMPANY, INC.; FARMERS
INSURANCE COMPANY OF
WASHINGTON; SECURITY
NATIONAL INSURANCE COMPANY;
and FARMERS TEXAS COUNTY
MUTUAL INSURANCE COMPANY.

Defendants.

Case No. 2:23-cv-08684-KK (ASx)

Judge: Hon. Hon. Kenly Kiya Kato

PROTECTIVE ORDER

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from public disclosure
4 and from use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the parties hereby stipulate to and petition the Court to enter the following
6 Stipulated Protective Order. The parties acknowledge that this Order does not confer
7 blanket protections on all disclosures or responses to discovery and that the protection
8 it affords from public disclosure and use extends only to the limited information or items
9 that are entitled to confidential treatment under the applicable legal principles. The
10 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated
11 Protective Order does not entitle them to file confidential information under seal; Civil
12 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
13 will be applied when a party seeks permission from the court to file material under seal.

14 B. GOOD CAUSE STATEMENT

15 This action is likely to involve confidential and protected health information,
16 medical and insurance claim information, and information implicating privacy rights of
17 third parties or which may be privileged or otherwise protected from disclosure under
18 state or federal statutes, court rules, case decisions, or common law. Accordingly, to
19 expedite the flow of information, to facilitate the prompt resolution of disputes over
20 confidentiality of discovery materials, to ensure that the parties are permitted reasonable
21 necessary uses of such material in preparation for and in the conduct of trial, to address
22 their handling at the end of the litigation, and serve the ends of justice, a protective order
23 for such information is justified in this matter. It is the intent of the parties that
24 information will not be designated as confidential for tactical reasons and that nothing
25 be so designated without a good faith belief that it has been maintained in a confidential,
26 non-public manner, and there is good cause why it should not be part of the public
27 record of this case.

1 2. **DEFINITIONS**

2 2.1 Action: Case No. 2:23-cv-08684-KK-AA.

3 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
4 information or items under this Order.

5 2.3 "CONFIDENTIAL" Information or Items: information (regardless of how
6 it is generated, stored or maintained) or tangible things that qualify for protection under
7 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
8 Statement.

9 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
10 support staff).

11 2.5 Designating Party: a Party or Non-Party that designates information or
12 items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

13 2.6 Disclosure or Discovery Material: all items or information, regardless of
14 the medium or manner in which it is generated, stored, or maintained (including, among
15 other things, testimony, transcripts, and tangible things), that are produced or generated
16 in disclosures or responses to discovery in this matter.

17 2.7 Expert: a person with specialized knowledge or experience in a matter
18 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
19 expert witness or as a consultant in this Action.

20 2.8 House Counsel: attorneys who are employees of a party to this Action.
21 House Counsel does not include Outside Counsel of Record or any other outside
22 counsel.

23 2.9 Non-Party: any natural person, partnership, corporation, association, or
24 other legal entity not named as a Party to this action.

25 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
26 this Action but are retained to represent or advise a party to this Action and have
27 appeared in this Action on behalf of that party or are affiliated with a law firm which
28 has appeared on behalf of that party, and includes support staff.

1 2.11 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.13 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
9 their employees and subcontractors.

10 2.14 Protected Material: any Disclosure or Discovery Material that is
11 designated as "CONFIDENTIAL."

12 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
13 from a Producing Party.

14 3. **SCOPE**

15 The protections conferred by this Stipulation and Order cover not only Protected
16 Material (as defined above), but also (1) any information copied or extracted from
17 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
18 Material; and (3) any testimony, conversations, or presentations by Parties or their
19 Counsel that might reveal Protected Material.

20 Any use of Protected Material at trial shall be governed by the orders of the trial
21 judge. This Order does not govern the use of Protected Material at trial.

22 4. **DURATION**

23 Even after final disposition of this litigation, the confidentiality obligations
24 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
25 in writing or a court order otherwise directs. Final disposition shall be deemed to be the
26 later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;
27 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,
28 remands, trials, or reviews of this Action, including the time limits for filing any

1 motions or applications for extension of time pursuant to applicable law; or (3)
2 execution of a written settlement agreement.

3 **5. DESIGNATING PROTECTED MATERIAL**

4 5.1 Exercise of Restraint and Care in Designating Material for Protection.
5 Each Party or Non-Party that designates information or items for protection under this
6 Order must take care to limit any such designation to specific material that qualifies
7 under the appropriate standards. The Designating Party must designate for protection
8 only those parts of material, documents, items, or oral or written communications that
9 qualify so that other portions of the material, documents, items, or communications for
10 which protection is not warranted are not swept unjustifiably within the ambit of this
11 Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations that
13 are shown to be clearly unjustified or that have been made for an improper purpose
14 (e.g., to unnecessarily encumber the case development process or to impose
15 unnecessary expenses and burdens on other parties) may expose the Designating Party
16 to sanctions.

17 If it comes to a Designating Party's attention that information or items that it
18 designated for protection do not qualify for protection, that Designating Party must
19 promptly notify all other Parties that it is withdrawing the inapplicable designation.

20 5.2 **Manner and Timing of Designations.** Except as otherwise provided in this
21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
22 or ordered, Disclosure or Discovery Material that qualifies for protection under this
23 Order must be clearly so designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents,
26 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
27 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
28 "CONFIDENTIAL legend"), to each page that contains protected material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing Party
2 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
3 in the margins).

4 A Party or Non-Party that makes original documents available for inspection
5 need not designate them for protection until after the inspecting Party has indicated
6 which documents it would like copied and produced. During the inspection and before
7 the designation, all of the material made available for inspection shall be deemed
8 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
9 copied and produced, the Producing Party must determine which documents, or portions
10 thereof, qualify for protection under this Order. Then, before producing the specified
11 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page
12 that contains Protected Material. If only a portion or portions of the material on a page
13 qualifies for protection, the Producing Party also must clearly identify the protected
14 portion(s) (e.g., by making appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party identify the
16 Disclosure or Discovery Material on the record, before the close of the deposition all
17 protected testimony.

18 (c) for information produced in some form other than documentary and for
19 any other tangible items, that the Producing Party affix in a prominent place on the
20 exterior of the container or containers in which the information is stored the legend
21 "CONFIDENTIAL." If only a portion or portions of the information warrants
22 protection, the Producing Party, to the extent practicable, shall identify the protected
23 portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, inadvertent failure
25 to designate Disclosure or Discovery Material as Confidential shall not constitute a
26 waiver of such a claim and may be corrected. A Producing Party may designate
27 Disclosure or Discovery Material that has already been produced as Confidential,
28 including Disclosure or Discovery Material that the Producing Party inadvertently

1 failed to designate as Confidential by notifying the Receiving Party in writing that the
2 Disclosure or Discovery Material constitutes Confidential Information or Items. Upon
3 receiving such supplemental notice, the parties shall thereafter mark and treat the
4 Disclosure or Discovery Material so designated as Confidential, and such Disclosure or
5 Discovery Material shall be fully subject to this Protective Order from the date of such
6 supplemental notice. The Party receiving such notice shall make a reasonable, good
7 faith effort to ensure that any analyses, memoranda, notes, or other such materials
8 generated based upon such newly designated information are immediately treated as
9 containing Confidential Information or Items. In addition, upon receiving such
10 supplemental written notice, any Receiving Party that disclosed the Disclosure or
11 Discovery Material prior to its designation as Confidential shall exercise its reasonable
12 best efforts (i) to ensure the return or destruction of such Disclosure or Discovery
13 Material, (ii) to ensure that any documents or other materials derived from such
14 Disclosure or Discovery Material are treated as if the Disclosure or Discovery Material
15 had been designated as Confidential when originally produced, (iii) to ensure that such
16 Disclosure or Discovery Material is not further disclosed by the recipient except in
17 accordance with the terms of this Protective Order, and (iv) to ensure that any such
18 Disclosure or Discovery Material, and any information derived therefrom, is used solely
19 for the purposes described in Paragraph 7 of this Protective Order.

20 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

21 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court's Scheduling
23 Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the informal dispute
25 resolution process set forth in the Court's Procedures and Schedules. see
26 <http://www.cacd.uscourts.gov/honorable-alka-sagar>

27 6.3 The burden of persuasion in any such challenge proceeding shall be on the
28 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,

1 to harass or impose unnecessary expenses and burdens on other parties) may expose the
 2 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
 3 the confidentiality designation, all parties shall continue to afford the material in
 4 question the level of protection to which it is entitled under the Producing Party's
 5 designation until the Court rules on the challenge.

6 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 8 disclosed or produced by another Party or by a Non-Party in connection with this Action
 9 only for prosecuting, defending, or attempting to settle this Action. Such Protected
 10 Material may be disclosed only to the categories of persons and under the conditions
 11 described in this Order. When the Action has been terminated, a Receiving Party must
 12 comply with the provisions of section 13 below (FINAL DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a
 14 location and in a secure manner that ensures that access is limited to the persons
 15 authorized under this Order.

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
 17 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
 18 may disclose any information or item designated "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
 20 employees of said Outside Counsel of Record to whom it is reasonably necessary to
 21 disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel) of the
 23 Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
 25 disclosure is reasonably necessary for this Action and who have signed the
 26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

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1 (d) the court and its personnel (provided that the Receiving Party seeking to
 2 file the material with the court requests that it be filed under seal as provided in Section
 3 12.3 below);

4 (e) court reporters and their staff;

5 (f) professional jury or trial consultants, mock jurors, and Professional
 6 Vendors to whom disclosure is reasonably necessary for this Action and who have
 7 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

8 (g) the author or recipient of a document containing the information or a
 9 custodian or other person who otherwise possessed or knew the information;

10 (h) during their depositions, witnesses, and attorneys for witnesses, in the
 11 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
 12 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
 13 not be permitted to keep any confidential information unless they sign the
 14 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed
 15 by the Designating Party or ordered by the court. Pages of transcribed deposition
 16 testimony or exhibits to depositions that reveal Protected Material may be separately
 17 bound by the court reporter and may not be disclosed to anyone except as permitted
 18 under this Stipulated Protective Order; and

19 (i) any mediator or settlement officer, and their supporting personnel,
 20 mutually agreed upon by any of the parties engaged in settlement discussions.

21 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
 22 **OTHER LITIGATION**

23 If a Party is served with a subpoena or a court order issued in other litigation that
 24 compels disclosure of any information or items designated in this Action as
 25 "CONFIDENTIAL," that Party must:

26 (a) promptly notify in writing the Designating Party. Such notification shall
 27 include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

At no time do the Parties intend to disclose information subject to a claim of attorney-client privilege, work product protection, or any other privilege or protection. If, nevertheless, a Producing Party inadvertently discloses such privileged or protected information (“Inadvertently Disclosed Information”) to a Receiving Party, the

1 following provisions will apply:

2 (a) Pursuant to Federal Rule of Evidence 502(d), the disclosure of
3 Inadvertently Disclosed Information shall not constitute or be deemed a waiver or
4 forfeiture in this proceeding or any other federal or state proceeding of any claim of
5 attorney-client privilege, work product protection, or any other privilege or protection
6 that the Disclosing Party would otherwise be entitled to assert with respect to the
7 Inadvertently Disclosed Information and its subject-matter. The provisions of Federal
8 Rule of Evidence 502(b)(2) are inapplicable to the production of Inadvertently
9 Disclosed Information under this Order. For purposes of this Order, Federal Rule of
10 Evidence 502(d) supplants Rule 502(b) and all its subdivisions.

11 (b) If a Disclosing Party notifies the Receiving Party of Inadvertently
12 Disclosed Information, the Receiving Party shall:

- 13 i. Immediately cease using, copying, or distributing the Inadvertently
14 Disclosed Information; and
- 15 ii. Within ten (10) business days, return or certify the destruction of all
16 copies of the Inadvertently Disclosed Information, including any
17 documents created by the Receiving Party based upon the
18 Inadvertently Disclosed Information, or
- 19 iii. Advise the Disclosing Party within seven (7) business days that the
20 Receiving Party challenges the Disclosing Party's assertion of
21 Inadvertently Disclosed Information.

22 (c) The Receiving Party may move the Court for an order permitting it to
23 retain and use the Inadvertently Disclosed Information and may promptly present the
24 information to the Court under seal for a determination of the claim. Such motion must
25 be made within twenty-one (21) days after the Disclosing Party first provides notice to
26 the Receiving Party of the Inadvertently Disclosed Information. If the Receiving Party
27 timely advises the Disclosing Party as provided in Paragraph 11(b)(ii) above or files a
28 motion under this provision, the requirements of Paragraph 11(b)(ii) with respect to the

1 Inadvertently Disclosed Information that is the subject of the motion shall be stayed
 2 until the Parties reach agreement on the Inadvertently Disclosed Information or the
 3 Court rules on the motion.

4 **12. MISCELLANEOUS**

5 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 6 person to seek its modification by the Court in the future.

7 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 8 Protective Order no Party waives any right it otherwise would have to object to
 9 disclosing or producing any information or item on any ground not addressed in this
 10 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 11 ground to use in evidence of any of the material covered by this Protective Order.

12 12.3 Filing Protected Material. A Party that seeks to file under seal any
 13 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 14 only be filed under seal pursuant to a court order authorizing the sealing of the specific
 15 Protected Material at issue. If a Party's request to file Protected Material under seal is
 16 denied by the court, then the Receiving Party may file the information in the public
 17 record unless otherwise instructed by the court.

18
 19 **13. FINAL DISPOSITION**

20 After the final disposition of this Action, as defined in paragraph 4, within 60
 21 days of a written request by the Designating Party, each Receiving Party must return all
 22 Protected Material to the Producing Party or destroy such material. As used in this
 23 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
 24 summaries, and any other format reproducing or capturing any of the Protected
 25 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
 26 must submit a written certification to the Producing Party (and, if not the same person
 27 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
 28 category, where appropriate) all the Protected Material that was returned or destroyed

and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION.

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

[SIGNATURES ON FOLLOWING PAGE]

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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5 DATED: March 11, 2024
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10 /s/ Alex R. Straus
11 Attorneys for Plaintiff
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14 DATED: March 11, 2024
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17 /s/ Michael R. Weiss
18 Attorneys for Defendants
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21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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24 DATED: March 12, 2024
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28 / s / Sagar
29 Honorable Alka Sagar
30 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of **SERIES 15-09-321 v. Insurance Exchange et al. Case No. 2:23-cv-08684-KK (ASx)**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: